

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Todd A. Schroeder,

Plaintiff,

vs.

Electrical Workers Local No. 292
Defined Contribution and 401(k)
Plan and New York Life Investment
Management LLC,

Defendants.

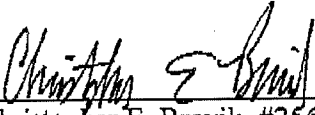
Case No.: 10-CV-4634-PAM/JSM

**JOINT MOTION TO DISMISS
ACTION WITH PREJUDICE**

Plaintiff, Todd A. Schroeder and Defendants, Electrical Workers Local No. 292 Defined Contribution and 401(k) Plan and New York Life Investment Management LLC, having settled this dispute by way of a Settlement Agreement and Release, jointly move this Court to dismiss this action with prejudice.

Dated: May 17, 2011

BREVIK LAW


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One Rockwood Road
Sleepy Hollow, NY 10591
(914) 846-5512
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Attorneys for Defendant NYLIM, LLC

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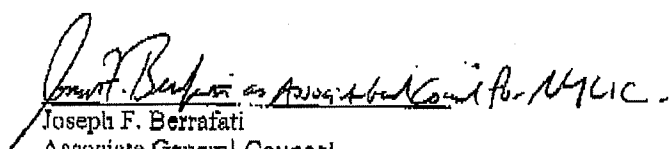
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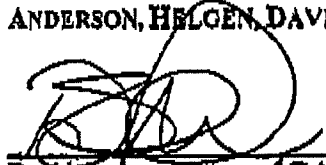
BREVIK LAW

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ANDERSON, HELGEN, DAVIS & NISSEN, LLC



David Anderson, # 1818

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Minneapolis, MN 55402

(612) 435-6341

(612) 435-6379 - fax

**Attorneys for Defendant Electrical Workers
Local No. 292**

SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is entered into by and between Todd A. Schroeder ("Schroeder"), Electrical Workers Local No. 292 Defined Contribution and 401(k) Plan ("The Plan") and New York Life Investment Management, LLC (NYLIM).

Disputes and differences have arisen between the parties as reflected in the claims in Todd A. Schroeder vs. Electrical Workers Local No. 292 Defined Contribution and 401(k) Plan and New York Life Investment Management LLC, United States District Court, District of Minnesota, Case No. 10-CV-4634-PAM/JSM (the "Action"). The parties desire fully and finally to resolve and to settle these and all other claims, disputes and differences between them.

PROVISIONS

IN CONSIDERATION of the relinquishment of their claims and defenses, the mutual promises contained herein, the benefits to be derived by each party hereunder, and other good and valuable consideration, the parties agree as follows:

1. NYLIM agrees to pay \$28,000.00 to Todd A. Schroeder by May 20, 2011. NYLIM shall make said payment payable to Christopher E. Brevik and Todd A. Schroeder and mail or deliver said payment to Brevik Law, 2150 Third Avenue North, Suite 120, Anoka, MN 55303. NYLIM will make their best efforts to deliver the check by May 13, 2011.
2. Upon execution of this Agreement, the parties shall file with the United States District Court, District of Minnesota, a joint motion to dismiss with prejudice all claims in the Action in the form of the attached Exhibit "A". Schroeder, in consideration of the above agreements made by the Plan and NYLIM, agrees to settle any and all claims against said companies of whatever nature, including claims against their parent companies, affiliated and subsidiary companies, related organizations, officers, directors, shareholders, trustees, predecessors, successors, assigns, heirs, accountants, attorneys, and agents. The Plan and NYLIM, including their parent companies, affiliated and subsidiary companies, related organizations, officers, directors, shareholders, trustees, predecessors, successors, assigns, heirs, accountants, attorneys and agents in consideration of mutual promises, agree to release Schroeder and his ex-spouse, Chere Doerscher of any and all claims of whatever nature.
3. Should either party fail to comply with any terms, or default in the performance of any obligation, for which that party finds it necessary to institute legal proceedings to compel compliance or performance, the defaulting party shall pay the innocent party's attorney's fees, costs, disbursements and expenses reasonably necessary to enforce the terms of this Settlement Agreement and Release. Said filing shall be made in Anoka County District Court, State of Minnesota.
4. Any and all taxes, federal or state, associated with the payment of the \$28,000.00 to Schroeder, shall be the sole obligation of Schroeder.

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5. The parties hereto warrant and represent that they are the real parties in interest for all claims constituting the subject matter of, and covered and affected by, the Action and that they have not assigned or otherwise transferred any claims to any person or persons not a party to the Agreement.
6. This Agreement shall be binding upon and inure to the benefit of the parties and their officers, directors, shareholders, trustees, predecessors, successors, assigns, heirs, accountants, attorneys and agents.
7. Each party shall pay its own attorney fees and costs associated with this Action.
8. This Agreement may be signed in multiple counterparts and each counterpart shall be deemed to be an original binding agreement among the parties.
9. The signature of any party may be transmitted by facsimile transmission and shall have the full binding effect of an original signature.
10. This Agreement may be amended, modified or terminated only by a written instrument executed by all parties to the Agreement.
11. This Agreement represents the entire agreement between the parties hereto.
12. The individuals signing this Agreement represent that they have actual authority to enter into this Agreement on behalf of the party for whom they are signing.
13. The terms of this Settlement Agreement and Release shall be kept confidential by all parties except as required for discontinuance of this action, tax purposes, or pursuant to subpoena, regulatory authority or compelled by law.

Todd A. Schroeder

By: Dated: 5-4-11Electrical Workers Local No. 292
Defined Contribution and 401(k) Plan

By: _____

Dated: _____

By: _____

Dated: _____

New York Life Investment Management, LLC

By: Dated: 5/10/11

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Todd A. Schroeder

By: _____

Dated: _____

Electrical Workers Local No. 292
Defined Contribution and 401(k) Plan

By: 

Dated: 5/11/2011

By: 

Dated: 5/11/2011

New York Life Investment Management, LLC

By: _____

Dated: _____